

Mayor's Office: Council Agenda Item Request Form

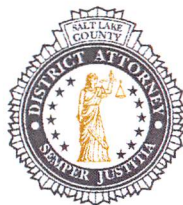
This form and supporting documents (if applicable) are due the Wednesday before the COW meeting by noon.

Date Received (office use)	
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Date of Request	07/02/2018
Requesting Staff Member	Derrick Sorensen
Requested Council Date	07/10/2018
Topic/Discussion Title	A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING AND AUTHORIZING THE MAYOR TO GRANT A PERPETUAL EASEMENT TO DRAPER IRRIGATION COMPANY
Description	RE: 3725 TAX ID: 33-02-326-005 Draper Irrigation is requesting a perpetual easement in order to construct, operate, repair and replace a waterline. The county will receive adequate compensation in exchange.
Requested Action¹	Consent Agenda
Presenter(s)	Derrick Sorensen
Time Needed²	<5 Min
Time Sensitive³	No
Specific Time(s)⁴	No
Will You Be Providing a PowerPoint	☐ Yes ☒ No
Will You Be Providing Back-Up Documentation or Handouts? Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	X Yes ☐ No

Mayor or Designee approval: _____

¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms. ² Assumed to be 10 minutes unless otherwise specified. ³ Urgency that the topic to scheduled on the requested date. ⁴ If important to schedule at a specific time, list a few preferred times.



Ralph Chamness
Chief Deputy
Civil Division

SIM GILL
DISTRICT ATTORNEY

Jeffrey William Hall
Chief Deputy
Justice Division

Lisa Ashman
Administrative
Operations

Blake Nakamura
Chief Deputy
Justice Division

June 27, 2018

Derrick L. Sorensen
Senior Appraiser
Salt Lake County
2001 South State Street, Suite S3-110
Salt Lake City UT 84190

RE: RE3725 Resolution – Draper Irrigation Company

Dear Derrick:

Please find the above-referenced document, Resolution & Easement Purchase Agreement, Perpetual Easement, is approved as to form and is being returned to you for further processing.

If you have any questions or concerns, please contact me at extension 87782

Sincerely,

Christopher Preston
Deputy District Attorney
Civil/Litigation Division

RESOLUTION NO. _____

ADOPTED: _____, 2018

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
AND AUTHORIZING THE MAYOR TO GRANT A PERPETUAL EASEMENT
TO DRAPER IRRIGATION COMPANY

RECITALS

A. Salt Lake County (the “County”) owns a parcel of real property located at approximately 1222 West Home Front Circle in Bluffdale, Utah, Parcel No. 33-02-326-005 (the “Property”).

B. Draper Irrigation Company (“Draper Irrigation”) would like to acquire a perpetual easement across the Property to construct, operate, repair, and replace a waterline.

C. As consideration for this easement, Draper Irrigation will pay \$1,800.00, which the Salt Lake County Real Estate Section as determined to constitute full and adequate consideration in exchange for this easement.

D. The County and Draper Irrigation have prepared an Easement Purchase Agreement (“Purchase Agreement”) attached as Exhibit A hereto, and a related Perpetual Easement (“Easement”), wherein the County grants a perpetual waterline easement across the Property to the Draper Irrigation.

E. It has been determined that the best interests of the County and the general public will be served by granting the Easement to Draper Irrigation. The terms and conditions of the Purchase Agreement and the Easement are in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Purchase Agreement, attached hereto as Exhibit A and by this reference made a part of this Resolution, is hereby approved; and the Mayor is hereby authorized to execute said Purchase

Agreement.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized consistent with the terms of the Purchase Agreement to execute the Easement, attached hereto as Exhibit B and by this reference made a part of this Resolution, and to deliver the fully executed document to the County Real Estate Section for delivery to the Draper Irrigation as directed by the Purchase Agreement.

APPROVED and ADOPTED this _____ day of _____, 2018.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

APPROVED AS TO FORM:

R. Christopher Preston
R. Christopher Preston
Deputy District Attorney
Date: 6/26/2018

EXHIBIT A
(Easement Purchase Agreement)

EASEMENT PURCHASE AGREEMENT

This EASEMENT PURCHASE AGREEMENT ("Agreement") is made and executed this ___ day of _____, 2018, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as GRANTOR, which expression shall include its heirs, administrators, and assigns, and DRAPER IRRIGATION COMPANY, a body politic of Salt Lake County, hereinafter referred to as GRANTEE.

RECITALS

- A. GRANTOR owns a parcel of land located at approximately 1222 West Home Front Circle in Bluffdale, Utah, specifically identified as Parcel No. 33-02-326-005 (the "Property").
- B. GRANTEE desires to obtain an easement under, over and across portions of the Property (the "Easement Area") to allow Grantee to construct, operate, repair and replace thereon a waterline.
- C. GRANTOR is willing to grant and convey to GRANTEE an easement over the Property in accordance with the terms and conditions of this Agreement.

IN CONSIDERATION of the covenants and conditions set forth herein, it is mutually agreed by the parties hereto as follows:

1. GRANTOR agrees to grant, convey, and deliver to GRANTEE the following:

A perpetual easement to GRANTEE over portions of Parcel No. 33-02-326-005 as provided in the Perpetual Easement attached hereto as Exhibit A and incorporated herein by this reference.

2. IN CONSIDERATION of the sale and conveyance of this Perpetual Easement, GRANTEE shall pay the GRANTOR the amount of \$1,800.00 payable as follows: full purchase price at closing. GRANTOR and GRANTEE hereby acknowledge that this is a negotiated purchase price that constitutes just, fair, and adequate compensation for the Perpetual Easement.

3. GRANTOR and GRANTEE understand and agree that this Agreement shall not be considered final until executed by the Mayor of Salt Lake County.

4. GRANTOR and GRANTEE agree that Derrick Sorensen of the Salt Lake County Real Estate Section shall act as closing agent in accordance with the terms of this Agreement for the parties hereto.

5. It is agreed that the terms herein, including the attachments, constitute the entire Agreement between GRANTOR and GRANTEE and that no verbal statement made by anyone shall be construed to be part of this Agreement unless incorporated in writing herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this __ day of _____, 2018.

GRANTOR: Salt Lake County

By _____
Mayor or Designee

RECOMMENDED FOR APPROVAL:

By _____
Salt Lake County Real Estate Manager

APPROVED AS TO FORM:



R. Christopher Preston
Deputy District Attorney
Date: 6/26/2018

GRANTEE: Draper Irrigation Company

By _____
Its: _____

EXHIBIT A
PERPETUAL EASEMENT

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-4575

Space above for County Recorder's use

PERPETUAL EASEMENT
Salt Lake County

Parcel No. 1:PE
Tax Serial No. 33-02-326-005
Surveyor WO: SU20170479

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, of Salt Lake County, State of Utah, hereby Grants and Conveys to DRAPER IRRIGATION COMPANY, at 12421 South 800 East, Draper Utah, 84020, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement under, over and across the following described property ("Easement Area") to construct, operate, repair and replace a waterline in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

Grantor reserves the right to use the Easement Area for any use not inconsistent with Grantee's use of the Easement Area provided such use shall not interfere with or endanger Grantee's perpetual easement or improvements constructed therein.

Grantee shall conduct all construction and maintenance activities related to the waterline within the Easement Area in a good and workmanlike manner in compliance with all laws, rules, and ordinances respecting the construction. Grantee and its agents and contractors, in performance of any work in the Easement Area, shall restore all property through which work traverses to as near its original condition as is reasonably possible.

Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's officers, agents, employees, successors and assigns (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of litigation), of any person or entity, directly or indirectly arising out of, caused by, or resulting from Grantee's or Grantee's agents', employees', or invitees' use and occupation of the Easement Area. Grantee's indemnification obligations under this Agreement shall not include an obligation to indemnify, defend, or hold Grantor harmless to the extent any liability is caused by any negligent or willful act or failure to act of the Grantor. All personal property and fixtures of Grantee located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified Parties shall not be liable for any damage thereto or theft thereof.

IN WITNESS WHEREOF, GRANTOR has caused this Perpetual Easement to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of _____, 20 ____.

GRANTOR: SALT LAKE COUNTY

GRANTEE: DRAPER IRRIGATION
COMPANY

By _____
MAYOR or DESIGNEE

By _____
Its: _____

By _____
COUNTY CLERK

Acknowledgements on following page

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me _____,
who being duly sworn, did say that __he is the _____ of Salt Lake County,
Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority
of law.

WITNESS my hand and official stamp the date in this certificate first above written:

My Commission Expires: _____
Residing in: _____
NOTARY PUBLIC

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me _____,
who being duly sworn, did say that __he is the CLERK of Salt Lake County, and that the foregoing
instrument was signed by him/her on behalf of Salt Lake County, by authority of a Resolution of the
SALT LAKE COUNTY COUNCIL.

WITNESS my hand and official stamp the date in this certificate first above written:

My Commission Expires: _____
Residing in: _____
NOTARY PUBLIC

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, A.D. 20____, personally appeared before me
_____, who being duly sworn, did say that (s)he is the _____ of
Granger-Hunter Improvement District, and that the foregoing instrument was signed in behalf of
Granger-Hunter Improvement District, by authority of law.

Notary Public

(EXHIBIT A)

A perpetual water line easement being a part of an entire tract of land described in that certain Warranty Deed recorded December 22, 2011 as Entry No. 11301856 in Book 9976, at Page 6697 in the Office of the Salt Lake County Recorder and located in located in the Northeast Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said perpetual water line easement is described as follows:

Beginning at a point on the northwesterly boundary line of said entire tract, which is 2,025.83 feet N. 00°01'03" W. along the Section line 2,611.54 feet N. 89°58'57" E. and 505.75 feet S. 23°08'33" W. along the northwesterly boundary line of said entire tract from the Southwest Corner of Section 2; thence departing said northwesterly boundary line S. 62°12'04" E. 86.18 feet to a point on the westerly top of bank of the Jordan River; thence southwesterly along said westerly top of bank the following three (3) courses: 1) S. 35°39'43" W. 7.82 feet; 2) S. 50°05'26" W. 16.62 feet; 3) S. 61°43'08" W. 8.27 feet; thence departing said westerly top of bank N. 62°12'04" W. 71.31 feet to a westerly boundary line of said entire tract; thence N. 00°24'09" W. 1.09 feet to an interior corner of said entire tract; thence N. 23°08'33" E. 29.12 feet along said northwesterly boundary line to the **Point of Beginning**.

The above described perpetual easement contains 2,412 square feet in area or 0.055 acre, more or less.

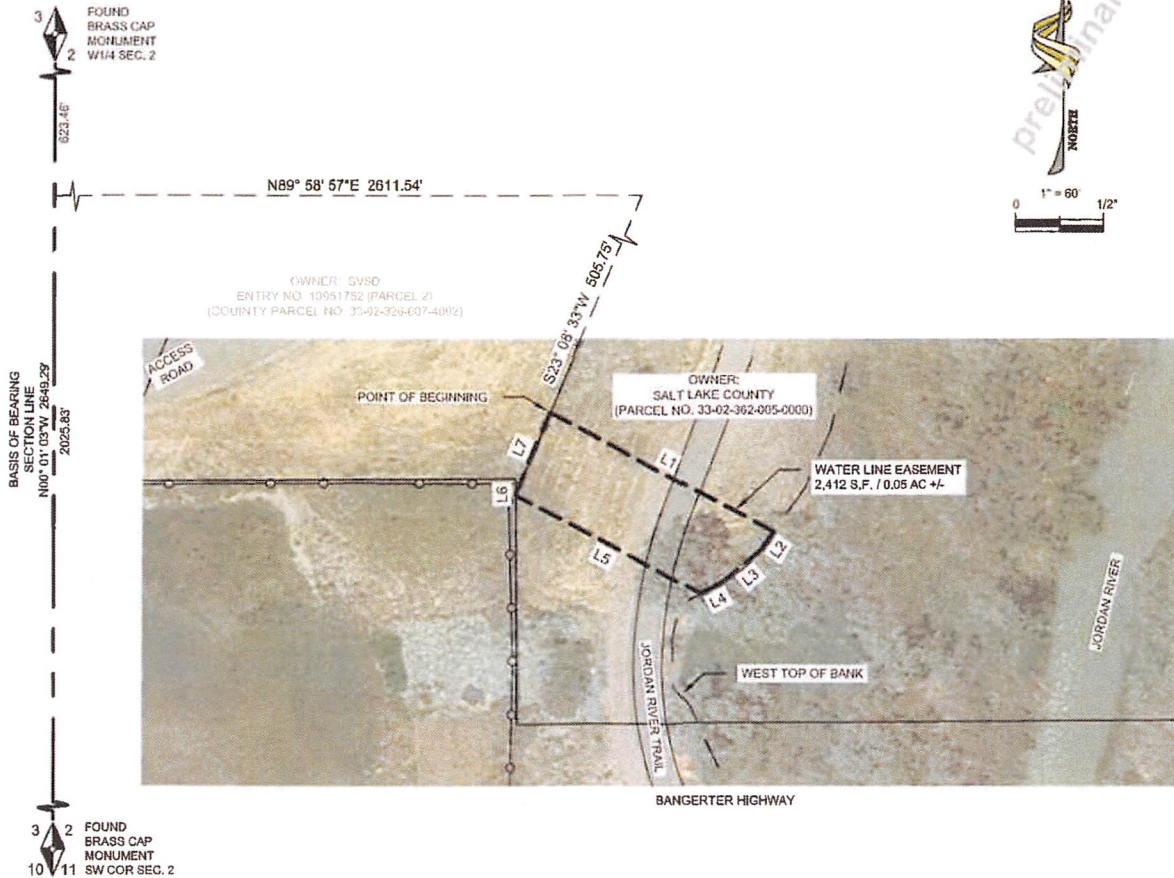
EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: The basis of bearing is N. 00°01'03" W. along the Section line between the Southwest Corner and the East Quarter Corner of said Section 2, Township 4 South, Range 1 West, Salt Lake Base and Meridian.

UTILITY EASEMENT

LOCATED IN:
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
DRAPER CITY, SALT LAKE COUNTY, UTAH

EXHIBIT "B"



Parcel Line Table		
Line #	Length	Direction
L1	86.18	S62°12'04"E
L2	7.82	S35°39'43"W
L3	16.62	S50°05'26"W
L4	8.27	S61°43'08"W
L5	71.31	N62°12'04"W
L6	1.09	N00°24'09"W
L7	29.12	N23°08'21"E

LEGEND

SECTION CORNER

SECTION LINE

PROPERTY LINE

EASEMENT LINE

epic
ENGINEERING

3341 South 4000 West
West Valley, Utah 84120
(801)955-5605
50 East 100 South
Heber City, Utah 84032
(435)654-8600

PROJECT NAME:
UTILITY EASEMENT

PROJECT LOCATION:
**NE1/4SW1/4 SEC. 2, T.4S., R.1W., SLB&M.,
DRAPER CITY, SALT LAKE COUNTY, UTAH**

SCALE

HORIZ: 1" = 60'

LEGEND

0 1/2"

BAR SCALE MEASURES 1" ON A FULL SIZE SHEET, READ FOR A HALF SIZE SHEET.

DRAWN: JD PROJECT #
DESIGNER: JD 16D1001
REVIEWED: PC SHEET:
DATE: 12/19/2017 1 of 1

N:\PROJECTS\DRAPER\DRAPER\16-D1-271 REUSE PIPELINE RAILROAD AND RIVER CROSSING\SURVEY\DWG\SHEET\REV SLCO WATER EASEMENT 121917.DWG

EXHIBIT B
(Perpetual Easement)

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-4575

APPROVED AS TO FORM
District Attorney's Office

Space above for County Recorder's use

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 6/26/2018

PERPETUAL EASEMENT
Salt Lake County

Parcel No. **1:PE**
Tax Serial No. 33-02-326-005
Surveyor WO: SU20170479

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, of Salt Lake County, State of Utah, hereby Grants and Conveys to DRAPER IRRIGATION COMPANY, at 12421 South 800 East, Draper Utah, 84020, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement under, over and across the following described property ("Easement Area") to construct, operate, repair and replace a waterline in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

Grantor reserves the right to use the Easement Area for any use not inconsistent with Grantee's use of the Easement Area provided such use shall not interfere with or endanger Grantee's perpetual easement or improvements constructed therein.

Grantee shall conduct all construction and maintenance activities related to the waterline within the Easement Area in a good and workmanlike manner in compliance with all laws, rules, and ordinances respecting the construction. Grantee and its agents and contractors, in performance of any work in the Easement Area, shall restore all property through which work traverses to as near its original condition as is reasonably possible.

Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's officers, agents, employees, successors and assigns (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of litigation), of any person or entity, directly or indirectly arising out of, caused by, or resulting from Grantee's or Grantee's agents', employees', or invitees' use and occupation of the Easement Area. Grantee's indemnification obligations under this Agreement shall not include an obligation to indemnify, defend, or hold Grantor harmless to the extent any liability is caused by any negligent or willful act or failure to act of the Grantor. All personal property and fixtures of Grantee located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified Parties shall not be liable for any damage thereto or theft thereof.

IN WITNESS WHEREOF, GRANTOR has caused this Perpetual Easement to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of _____, 20 ____.

GRANTOR: SALT LAKE COUNTY

GRANTEE: DRAPER IRRIGATION
COMPANY

By _____
MAYOR or DESIGNEE

By _____
Its: _____

By _____
COUNTY CLERK

Acknowledgements on following page

APPROVED AS TO FORM
District Attorney's Office

By:

Attorney

R. CHRISTOPHER PRESTON

Date:

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me _____,
who being duly sworn, did say that __he is the _____ of Salt Lake County,
Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority
of law.

WITNESS my hand and official stamp the date in this certificate first above written:

My Commission Expires: _____
Residing in: _____
NOTARY PUBLIC

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me _____,
who being duly sworn, did say that __he is the CLERK of Salt Lake County, and that the foregoing
instrument was signed by him/her on behalf of Salt Lake County, by authority of a Resolution of the
SALT LAKE COUNTY COUNCIL.

WITNESS my hand and official stamp the date in this certificate first above written:

My Commission Expires: _____
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STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, A.D. 20____, personally appeared before me
_____, who being duly sworn, did say that (s)he is the _____ of
Granger-Hunter Improvement District, and that the foregoing instrument was signed in behalf of
Granter-Hunter Improvement District, by authority of law.

Notary Public

(EXHIBIT A)

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Beginning at a point on the northwesterly boundary line of said entire tract, which is 2,025.83 feet N. 00°01'03" W. along the Section line 2,611.54 feet N. 89°58'57" E. and 505.75 feet S. 23°08'33" W. along the northwesterly boundary line of said entire tract from the Southwest Corner of Section 2; thence departing said northwesterly boundary line S. 62°12'04" E. 86.18 feet to a point on the westerly top of bank of the Jordan River; thence southwesterly along said westerly top of bank the following three (3) courses: 1) S. 35°39'43" W. 7.82 feet; 2) S. 50°05'26" W. 16.62 feet; 3) S. 61°43'08" W. 8.27 feet; thence departing said westerly top of bank N. 62°12'04" W. 71.31 feet to a westerly boundary line of said entire tract; thence N. 00°24'09" W. 1.09 feet to an interior corner of said entire tract; thence N. 23°08'33" E. 29.12 feet along said northwesterly boundary line to the **Point of Beginning**.

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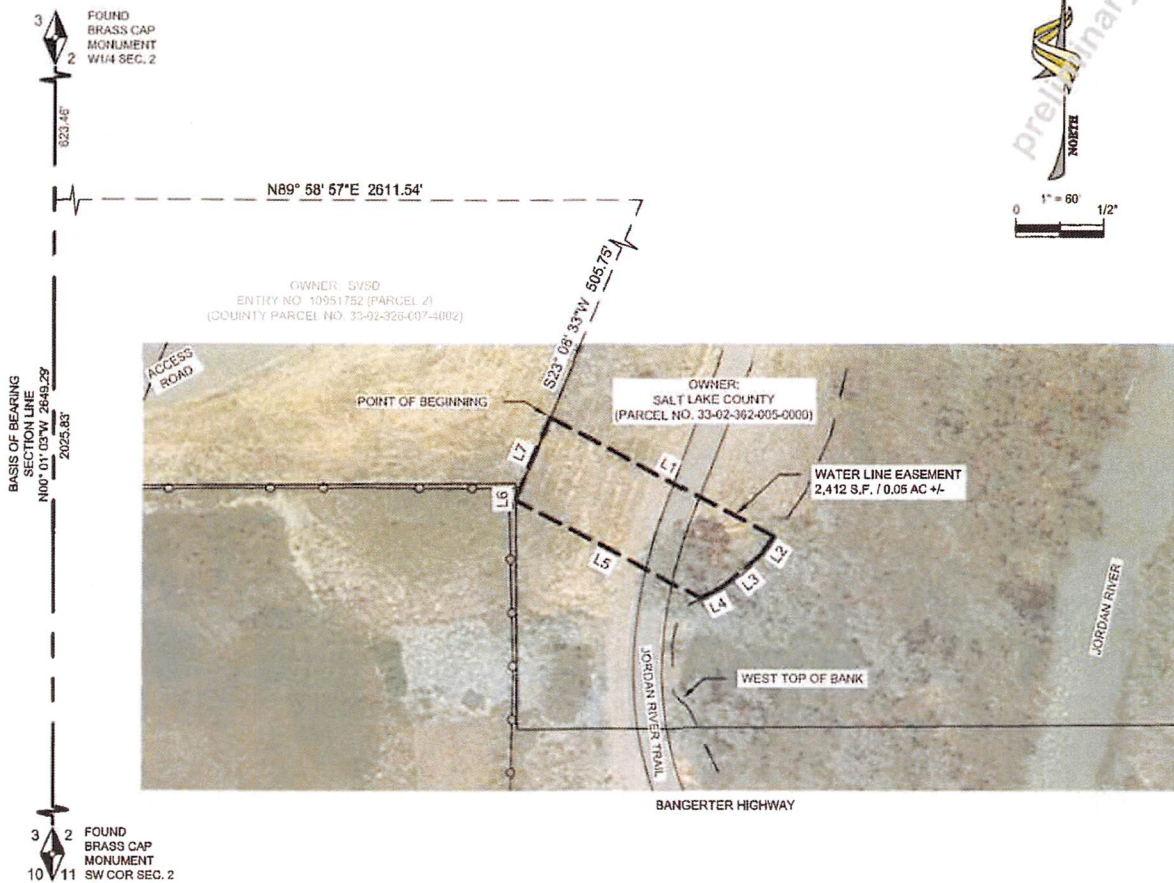
EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: The basis of bearing is N. 00°01'03" W. along the Section line between the Southwest Corner and the East Quarter Corner of said Section 2, Township 4 South, Range 1 West, Salt Lake Base and Meridian.

UTILITY EASEMENT

LOCATED IN:
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
DRAPER CITY, SALT LAKE COUNTY, UTAH

EXHIBIT "B"



Parcel Line Table		
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L7	29.12	N23°08'21"E

LEGEND

SECTION CORNER

SECTION LINE

PROPERTY LINE

EASEMENT LINE

epic
ENGINEERING

3341 South 4000 West
West Valley, Utah 84120
(801)955-5605
50 East 100 South
Heber City, Utah 84032
(435)654-6600

PROJECT NAME:
UTILITY EASEMENT

PROJECT LOCATION:
**NE1/4SW1/4 SEC. 2, T.4S., R.1W., SLB&M.,
DRAPER CITY, SALT LAKE COUNTY, UTAH**

SCALES

HORIZ: 1" = 60'

DRAWN: JD **PROJECT #** 16DI001
DESIGNER: JD
REVIEWED: PC **SHEET:**
DATE: 12/19/2017 **1 of 1**

N:\PROJECTS\IRRIGATION\16DI-271 REUSE PIPELINE RAILROAD AND RIVER CROSSINGS\SURVEY\DWG\SHEET\SRV SLCO WATER EASEMENT 121917.DWG